



ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PROPOSAL (RFP) TO PROVIDE ADMINISTRATION OF HEALTHY HOMES ERIE COUNTY

RFP # 1832VF

Date September 11, 2018

Erie County Department of Social Services

**EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”) # 1832VF
TO PROVIDE ADMINISTRATION OF HEALTHY HOMES ERIE COUNTY

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified agencies (“Proposer”) interested in administering the Healthy Homes Erie County. Proposers interested in providing this service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. FUNDING AND BUDGET

A total of **\$300,000** is available for the Healthy Homes Erie County program. It is expected that a portion of the costs will be spent to administer the program, and the majority used as flexible funds to pay expenses not eligible for assistance from other funding streams.

III. PROPOSAL TIMEFRAMES

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	September 11, 2018
Bidder's Conference:	September 17, 2018 from 11 am to 12 pm 95 Franklin Street, room 805 Buffalo, NY 14202
Proposals Due:	October 1, 2018
Selection Made by:	October 5, 2018
Contract Signed:	Following all necessary County approvals.

IV. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.

2. One (1) original and one (1) electronic PDF copy of the 'Proposal to Provide Service' and 'Fiscal Application' shall be submitted in separate files. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Erie County Department of Social Services
95 Franklin Street, Room
Buffalo, NY 14202
Brian.Bray@erie.gov

All proposals must be delivered to the above office on or before September 19 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to the above address, or at brian.bray@erie.gov no later than 4:00 pm on September 14, 2018. A list of questions and answers will be posted on the County website by September 21, 2018. No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.
8. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
9. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
10. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
11. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
12. All proposers must provide a list of at least three references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
13. All proposers must provide a list of all prime contractors and subcontractors that their agency does business with related to the service in this RFP.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Introduction:

Erie County is issuing this Request for Proposals (RFP) to identify a not-for profit community partner with the documented service expertise and fiscal/administrative infrastructure sufficient to successfully assume the role of “Lead Agency” for the Healthy Homes Erie County project. This is planned as a one-year initiative based on the nationally-recognized Green and Healthy Homes model. This initiative seeks to align and coordinate public and private funding sources and programs for weatherization, lead hazard control, asthma control, and other home health and safety interventions in low income homes. Under the green and healthy model, comprehensive whole-house solutions replace a piecemeal approach that has been based more on segmentation of funding sources than on the needs of children and families. Funding granted through this RFP will pay for operational costs of the program, as well as pay for improvements to homes.

For more information about the Green and Healthy Homes Initiative, please see: <http://www.cfqb.org/leadership/green-and-healthy-homes-initiative/>

The engagement period for this first phase is expected to begin in November 2018 and conclude in October 2019. Interested organizations should carefully read and follow the guidelines contained in this RFP to prepare responses to this solicitation. Erie County will provide direction and oversight for all aspects of the program. The Lead Agency will be expected to oversee unit production from intake to post-intervention follow up. This includes assisting with administrative functions associated with Erie County's monitoring responsibilities such as data collection, unit database maintenance, electronic and paper file documentation and transfer, and some level of health equity and neighborhood outcomes analysis. Further, the Lead Agency will be expected to secure initial home assessments to determine viability of units for inclusion in the project; facilitation of unit production collaborative partner referrals, as well as unit coordination meetings to align resources, braid funds, and determine leverage opportunities; provide written recommendations with full documentation for approval of funding by Erie County for each unit assisted; monitor unit production partners for compliance and work quality, including regular onsite inspections; and support Erie County staff with oversight and funder reporting tasks by providing complete, accurate, and timely materials and meeting regularly with key staff to provide updates and discuss challenges or concerns.

Funds will be managed by the Lead Agency selected under this RFP with oversight by Erie County. It is expected that the Lead Agency will allocate the available flexible funding in support of necessary building improvements that address a number of energy, health, and safety measures. Interior and exterior repairs will vary by property, and will include those aimed at providing healthy, safe living environments for families, in addition to positively impacting neighboring properties with intended economic benefit for the surrounding community.

The Lead Agency will develop a structured pipeline for partner agencies to address homes that require assistance. The Lead Agency will be expected to manage the major components of the pipeline on a day-to-day basis.

A brief summary of key tasks in each component are as follows:

1. **Referral:** Agencies refer homes to Healthy Homes Erie County based on the needs of the families. A referral process is in place with common forms used by every partner. Referral to Healthy Homes Erie County should occur through three channels: a) housing production partners, including the Erie County Department of Environment and Planning, b) non-housing partners, including the Erie County Department of Social Services, and c) targeted outreach by the Lead Agency in census tracts with more than 20 percent of the residents living below the poverty line. For non-housing partners, the Lead Agency will assist in providing education and informational meetings to inform them of the project and availability of assistance and introduce common forms. These include health care plans, county service agencies, and other neighborhood organizations. The Lead Agency will coordinate triage of referrals.

2. Eligibility/Intake: Preliminary qualification of the unit and resident is conducted by the Lead Agency or partner. This includes obtaining signed documents from the client allowing agencies to share their information and eligibility with partners to maximize the resources that can be brought to the table. Financial eligibility determined by one agency will be shared with others.
3. Assessments: The Lead Agency will conduct or secure comprehensive assessments, based on the established processes combined with the needs of partner agencies to support leveraged funds. The process uses standard assessments, supplements those assessments where necessary, and cross-trains agency staff. Healthy Homes Erie County will use established guidelines and protocols comprised of individual funding stream requirements that are collated into a comprehensive package. They include, but are not limited to: HUD Housing Quality Standards (Form HUD-52580-A), federal Lead Hazard regulations, as well as any other relevant program requirements for weatherization, energy, health, and other safety programs utilized within the coordinated suite of services.
4. Scope/Bids/Funding: Comprehensive assessments are used to create scopes of work that are shared with Healthy Homes Erie County partners, who then layer in resources where needed. The partners, led by a designated Lead Agency, will assist in identifying existing resources to inform a reasonable scope, providing additional review and analysis of assessments, and manage client relationship and paperwork coordination as a single point of contact. The unit production partner conducts the bid process and submits a request to the Lead Agency for support from the Erie County funding if necessary. The Lead Agency will monitor bid processes for compliance and review bids and all other documentation to prepare requests for funding for Erie County approval where needed (and suggesting additional layered resources where possible and necessary), detailing all sources for the complete scope. The Lead Agency will compile all information to support appropriate unit determinations based on documented due diligence and available leveraged funds. The Lead Agency will be asked to track the impact of the project in terms of the contribution of funding by philanthropy (match/leverage) and the intervention as a whole.
5. Work Completion/Follow-Up: After a home is approved for funding, the Lead Agency will oversee the process, monitor unit production partners and contractors through site visits, documentation audits, and inspection of the work executed. Each home will be provided with a maintenance plan with the final inspection and follow up visits will be conducted at 3, 6, and 18 month intervals (minimum). The Lead Agency implements quality assurance based upon the complement of requirements in place for specific funding. Monitoring will continue through the project and for a regulatory period, the terms of which will be clarified with receipt of the funding Agreement.

Data collection and management is expected to be a critical component of the Lead Agency's overall responsibilities. While data will be collected and reported in large part based on funder requirements, Healthy Homes Erie County intends to use available data more effectively by aggregating and reporting metrics that will be jointly determined by Healthy Homes Erie County stakeholders. Data targeted for integration is currently reportable to various funding sources by partners; however, to better focus outcomes analysis, the Lead Agency will assist in collecting this broader reporting. Aggregated metrics will assist with neighborhood- and community-level snapshots and context. Improvements conducted by all partners through the program, including total costs (all sources) and conditions of the homes will be entered into a shared database.

B. Target Population:

This program is limited to communities within the Erie County Community Development Block Grant (CDBG) Consortium.

In order to receive assistance, residents of the housing unit must have an income that is considered extremely low, very low or low, as defined by U.S. Department of Housing and Urban Development

(HUD). Priority is given to residents in census tracts with more than 20 percent of the residents living below the poverty line, and United States veterans.

C. Projected Outcomes

Performance Measures that will be used to capture information related to program success include:

- Improvements to Health and Well-Being of Residents;
- Number of Homes Improved;
- Number of Partners Engaged; and
- Total Amount of Funding Leveraged.

D. Agency Experience and Qualifications

The successful Proposer will:

- Have the ability to manage funds from a government funding source, maintain billing systems, and achieve any reporting requirements;
- Have an infrastructure with adequate flexibility to fully integrate the spectrum of responsibilities associated with the role of Lead Agency such as: case management, building improvement project planning and oversight, environmental assessment, compliance monitoring of bidding and complex funding matrices, dedicated staff with oversight and supervising capability in these areas; financial acumen, data collection/management/analysis experience, cultural competency, commitment to racial equity/inclusion, positive relationships with stakeholders and targeted residents;
- Maintain a skilled and appropriately educated workforce;
- Maintain regular communication with Erie County in a timely manner; and
- Have an established capability related to housing and/or neighborhood revitalization initiatives that include housing components.

VI. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;

- To issue additional solicitations for proposals
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.
- The Proposer's financial ability to provide the services.
- Evaluation of the Proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The award period will be for a one-year term, with the option to renew for two additional one-year terms, subject to annual contract renewal, contingent upon the Proposer's successful implementation of the program, data collection, monitoring, goal attainment, and compliance with required reporting. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

INDEMNIFICATION AND INSURANCE

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the

County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.

NOTE: All contracts executed by the Erie County Department of Social Services will be posted electronically on the Department's website.

NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

"NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer's competitive position.

The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

(For Informational Purposes Only)

Executive Order #013

Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together “Federal Equal Pay Law”), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law (“NYS Equal Pay Law”) prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County’s population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families’ economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor’s compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the “Equal Pay Laws”). Such certification shall be required prior to execution of the contract; and it is,
2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or

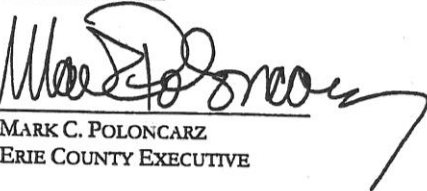
the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 28th day of October, in the year two thousand fourteen.

COUNTY OF ERIE
BY: 
MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:
A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20____

Guidelines for Standard Insurance Provisions Required (for Informational Purposes Only)

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

- XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

PROPOSAL REQUIREMENTS

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. Your proposal must be comprised of 2 sections (Appendices A & B), which must be submitted in separate envelopes. One paper copy and one electronic copy of both appendices must be included.

By application, you certify that your organization can provide the following documentation at any time during the course of the selection process: (You do not need to provide it now, only if asked.)

- Proof of 501(c)(3) status, if applicable.
- Most recent Independent Accountant's Report.
- Current Board of Directors with officers listed and contact information that includes the name of employer, home and/or business address, phone number, and email address.
- Organization's most recent organizational chart and a letter of support signed by the CEO and the Board President.
- Resumes for all program staff, including administrators, program supervisors, direct service staff and aides.
- References or letters of testimony from other agencies for whom you have provided this or a similar service, with contact information.
- Currently funded programs must re-apply in order to be considered for continued funding.

Please do not include copies of supporting research, annual reports, exhibits, letters of support, attachments and other supporting material with your proposal. ECDSS reserves the right to disqualify proposals that do not adhere to the correct format.
--

Applications are expected to comply with stated guidelines including but not limited to desired program outcomes identified in the Request for Proposal (RFP). It will be the responsibility of the applicant to submit proposals consistent with the RFP requirements.



RFP Appendix A: Proposal to Provide Service
Department of Social Services
RFP#

ORGANIZATIONAL INFORMATION

Organization Name - List the official name of your organization.
Organization Name –List other name if used.
Telephone Number - List the main contact number for your organization.
Address - List the official mailing address of your organization; include city and ZIP code information.
Website - Provide your organization's website address (if applicable).
Leadership - List the name of your organization's Chief Executive Officer, Executive Director, or President.
E-mail - Provide the e-mail address for your organization's leader.
Federal Employer ID# (FEIN) - Please provide your organization's Employer Identification Number.
DUNS # - List your DUNS (data universal number system) Number assigned by Dun & Bradstreet, if applicable.
501(c)(3) not-for-profit entity ID # - If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such.
MBE/WBE - Indicate whether your agency is a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE).
Veteran-Owned Business - Indicate whether your agency is a Veteran-Owned Business.
Erie County Employees - Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.

CONTACT PERSON INFORMATION

Name - Please list the name of the person who should be contacted regarding your proposal.
Telephone Number - Please list the phone number of the person who should be contacted regarding your proposal.
E-mail - Please provide the e-mail address for the person to be contacted regarding your proposal.

Personnel Demographics

List number of staff and indicate the number in each demographic group: White, African-American, Hispanic, Asian-American, Native-American, Other, Unknown. Also, break down total staff number by male, female, or identifies as other.

DEMOGRAPHIC GROUP		# STAFF IN DEMOGRAPHIC GROUP	
Total # Agency Staff			
a.	# White		Sum of a. – g. must equal total # of Agency Staff
b.	# African-American		
c.	# Hispanic		
d.	# Asian-American		
e.	# Native American		
f.	# Race- Other		
g.	# Race- Unknown		
h.	# Female		Sum of these must equal total # of Agency Staff
i.	# Male		
j.	# Identifies as Other		

Schedule A
NARRATIVE RESPONSES

Answer the following questions (no more than 8-pages, single-spaced):

- a) Provide a description of the organization, mission, service delivery, and capacity.
- b) Describe services provided within Erie County's Community Development Block Grant Consortium Area.
- c) Describe the organization's history of working in collaboration with other agencies, local government, state government, community partners, and residents
- d) Identify specific scope areas that align with the organization's current/past work.
- e) Clearly identify proposed team and individual competencies related to scope items.
- f) Describe current data collection processes, systems and capacity for disaggregated analysis of outputs and outcomes.
- g) Indicate what support for technology or data infrastructure might be required (if any) to successfully serve in the role of Lead Agency.
- h) Provide three examples of projects/programs that involved complex funding streams, and note whether these were housing related, list funders and total awards, describe performance/financial reporting (frequency/format), timelines and whether the project required a no-cost extension or substantive budget amendments, and staffing levels. Explain whether the agency experienced challenges and how they were addressed.
- i) List the local, regional, and state consortia/networks in which the organization participates. If applicable, identify the initiatives in which the organization has served as the lead or in a leadership position.
- j) What would the organization's Board identify as its biggest accomplishment and core strength area? Would the professional or direct service providers list different items?
- k) Describe your proposed approach to program evaluation and reporting to ECDSS. Clearly define how this project will meet the performance targets associated with this RFP, including follow-up, as well as how you will monitor compliance, outcome based performance and implement a plan for quality improvement. Specify how poor performance will be addressed when requested by ECDSS or when the outcomes of the program fail to be achieved.
- l) Describe how your agency collects program data, including specific procedures, tools and frequency.
- m) Describe how your agency monitors and verifies the accuracy and sufficiency of its billing system to ensure all claims made are proper and that adjustment is sought when issues are identified.

Schedule B
PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the "County") and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (example on pp. [] of this RFP), and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Agency Name

By:

Name and Title

Schedule C

IRAN DIVESTMENT ACT CERTIFICATION

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Town of Guilderland receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Town of Guilderland will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Town of Guilderland shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Town of Guilderland reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

FIRM NAME

ADDRESS

SIGNED BY

TELEPHONE #

NAME AND TITLE (PRINTED)

DATE

FEDERAL TAX IDENTIFICATION #

This form must be signed and returned with proposal.



RFP Appendix B: Fiscal
Department of Social Services
RFP#

FINANCIAL INFORMATION

Payee Name of Organization (if different than Legal Name)
Financial Contact Person Name/Title
Street Address/City/State/Zip
Organization's Fiscal Year (Start date - End date)
Amount of Funding Request to ECDSS for this proposed contract
FY of Request (Start date - End date)

UNIT COST

Unit of Service for this proposal (eg: hour):	
Cost per unit of service for this proposal:	

SUPPLEMENTARY APPLICATION INFORMATION

Provide a separate envelope or folder which includes one copy of the most current information as noted below. These materials cannot be returned.

- ☒ Most recent Audit report prepared by an independent CPA
- ☒ Listing of Officers and Board of Directors
- ☒ Most recent Management Letter

V. CERTIFICATION

The undersigned certifies that he or she is a principal officer of the applicant organization and has knowledge of, and certifies that the information contained herein is complete and accurate.

Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

SIGNATURE

DATE

NAME/TITLE

Appendix B - Fiscal Calculations

AGENCY: _____

FUNDING PERIOD: _____

RFP # and NAME: _____

The Fiscal Calculation pages request information in the following tables:

- 1) Summary Funding Request - To be completed from information provided in tables 2-7.
- 2) Direct Program Operating Expense
- 3) Administrative Overhead
- 4) Revenue
- 5) Rate Calculation (If applicable)
- 6) Detailed Direct Program Staffing Expense
- 7) Detailed Administrative Staffing Expense

The budget is an accounting of cash expenditures only. It must not include any in-kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

Budget and financial information will be utilized to evaluate the cost effectiveness of your RFP and for comparison to other agency responses. Please note that final awarded contracts may request more detailed information.

This form as an Excel file is available upon request in the DSS Fiscal Management Office to Necole Ervin at 858-6099, or via e-mail at necole.ervin@erie.gov.

1) SUMMARY FUNDING REQUEST (Derived from the detailed information in tables 2-7.)

Indicate in the columns below a summary of the total program budget requested for this RFP. Comparative prior year funding information should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

PROGRAM COST	Current Contract	Proposed Budget
Total Direct Salary and Fringe Benefits		
Total Direct Operating Expense		
Total Administrative Overhead		
TOTAL PROGRAM COSTS		
REVENUE	Current Contract	Proposed Budget
County Funding		
In-kind Donations		
Donated Funds		
Other Revenue		
Other Revenue		
TOTAL REVENUE		
NET (Revenue minus Expense)		

2) DIRECT PROGRAM RELATED EXPENSE

Indicate all expense items related to the direct provision of client services, **cash expenditures only**. It must not include any in kind contributions or donations, or the cash value thereof; however, cash donations must be included in this cash expenditure budget.

DIRECT PROGRAM EXPENSE	Current Contract	Proposed Budget
Direct Program Staffing (Staffing Table 6)		
Salaries, Wages		
Total Fringe Benefits		
Subtotal Salary and Fringe Benefits		
Direct Operating Expense		
Employee travel/mileage		
Employee Training		
Maintenance and repairs		
General program related supplies		
Maintenance and repairs		
Phones		
Utilities		
Equipment: (List items)		
Contracted Client Services: (List contracts)		
Contracted Services Not Client Related (List contracts)		
Other:		
Subtotal Direct Operating Expense		
TOTAL DIRECT PROGRAM COSTS		

3) ADMINISTRATIVE OVERHEAD

Administrative Overhead cannot exceed 15% of the total Direct Service Program Budget. Detail cash expenditures only.

Administrative Overhead	Current Contract	Proposed Budget
Staffing		
Salaries, Wages		
Total Fringe Benefits		
Subtotal Administrative Salary and Fringe Benefits		
Administrative Operating Expense		
Employee travel/mileage		
Employee Training		
Maintenance and repairs		
General program related supplies		
Phones		
Utilities		
Equipment (List items)		
Contracted Services Not Client related (List contracts)		
Other:		
Subtotal Administrative Operating Expense		
Total Administrative Overhead		
Total Direct Program Costs		
Administrative Expense as Percent of Program Cost		

4) REVENUE

Detail below all revenue sources directly related to the total proposed program.

Revenue	Current Contract	Proposed Budget
Total Funds Requested from the County		
In-kind Donations (List in-kind donations specific to this proposal:)		
Total In-Kind:		
Cash Donated Funds -(Indicate Source):		
Total Cash Donated Funds:		
Other Funding Source:		
Total Other Sources:		
Total Revenue		

5) RATE CALCULATION (If applicable)

Detail below all revenue sources directly related to the total program expense.

Rate Calculation	Current Contract	Proposed Budget
A. Total Program Cash Expenditures (Direct plus Admin. Overhead)		
B. Flex Funds (Applies to traditional and specialized preventive services and may not apply for all contracts.)		
C. Cash Donated Funds		
D. Amount payable through this proposal (A+B-C)		
E. In-kind Donations		
F. Total Donated, Cash and In-kind (C+E)		
G. Number of Proposed Units of Service		
H. Hourly Unit of Service Cost ((D-B)/G)		

6) STAFFING REVIEW - PROGRAM RELATED

In the following columns list all proposed direct program related staff. Indicate full or part time employees. Comparative prior year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

	Current Contract			Proposal		
Direct Program Related Staffing	% of Time	Current Salary	Current Period Cost	% of Time	Proposed Salary	Total Proposed Cost
Full Time Position Title:						
Part Time Position Title:						
Total Salary:						
Total Fringe Benefit Cost:						
Fringe Benefits as percent of total salary:						
Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.						

7) STAFFING REVIEW - Administrative

In the following columns list all administrative staff. Indicate full or part time employees. Include all Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide Direct Client Service and Service Supervision. Comparative prior year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

	Current Contract			Proposal		
Administrative Staff	% of Time	Current Salary	Current Period Cost	% of Time	Proposed Salary	Total Proposed Cost
Full Time Position Title:						
Part Time Position Title:						
Total Salary:						
Total Fringe Benefit Cost:						
Fringe Benefits as percent of total salary:						
Attach a separate worksheet showing details for all fringe benefit categories only if the fringe benefit totals exceed 35% of total salary. Detail fringe benefit information will be required in final contract documents.						